



BellSouth Telecommunications, Inc. 615 214-6301
Suite 2101 Fax 615 214-7406
333 Commerce Street
Nashville, Tennessee 37201-3300

REC'D TN
REGULATORY AUTH
Guy M. Hicks
General Counsel

September 10, 1999

SEP 10 PM 3 34
OFFICE OF THE
EXECUTIVE SECRETARY

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Tariff for Contract Service Arrangement TN99-3195-01
Docket No. 99-00599

Dear Mr. Waddell:

Please accept this letter in response to your letter of September 7, 1999. This customer informed BellSouth that several CLECs approached the customer with proposals and offers to provide local service. BellSouth respectfully declines to request the customer to provide an affidavit regarding the nature of the competitive offers it has received from other service providers.

Such a request would be a significant departure from standard business practices -- customers are not accustomed to having to sign affidavits before purchasing services from their provider of choice. Moreover, no such affidavit has been required in conjunction with any BellSouth CSA (or with any CLEC special contract) the Authority has previously approved, and BellSouth is unaware of any statute, rule, or caselaw requiring a public utility to provide such an affidavit in conjunction with a request for the approval of a special contract.

Like the Store CSA and the Bank CSA the Directors approved during the September 2, 1999 Conference, this CSA is priced above cost and will be made available to any similarly situated customer who wishes to adopt its terms and conditions. BellSouth, therefore, respectfully submits that this CSA should be approved.

Very truly yours,

Guy Hicks by full w permission

Guy M. Hicks

FILE

GMH/jem



BellSouth Telecommunications, Inc.
Room 22A1
333 Commerce Street
Nashville, Tennessee 37201-3300

Regulatory

RECEIVED

SEP 08 1999

TO REGULATORY / TENNESSEE
TELECOMMUNICATIONS DIVISION

September 8, 1999

Ms. Darlene Standley
Regulatory Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

TARIFF FILING

99-599

Dear Darlene:

SUBJECT: Tariff Filing for Contract Service Arrangement TN99-3195-01

These revised tariff page replaces, the tariff page filed August 17, 1999.

General Subscriber Services Tariff A

Section A5 - Original Page 110

This filing is being revised to change some on the language on this tariff page.

We appreciate your returning a receipted copy as evidence of this substitution. Please call me at 214-3839 if you have questions or wish to discuss.

Yours truly,

Paul Stinson

Attachments

ISSUED: August 17, 1999
BY: President - Tennessee
Nashville, Tennessee

EFFECTIVE: September 16, 1999

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

- A. The following is a listing of rates and charges to subscribers requiring contract service arrangements (Cont'd)

Case No. TN99-3195-01

This Contract Service Arrangement provides for Frame Relay service. A minimum service period of 37 months is required. (N)

- (1) Customer Connection to Frame Relay, minimum of 1 required per customer to subscribe to Frame Relay service. Each customer connection included 1 DLCI. (N)

	Nonrecurring Charge	37 Months Monthly Rate	USOC	
(a) 64 Kbps	\$200.00	\$49.00	FRH64	(N)
(b) 128 Kbps	230.00	74.00	FRH12	(N)
(2) Broadband Exchange Line				(N)
(a) 64 Kbps, each	232.50	61.00	FP164	(N)
(b) 1.536 Mbps, each	240.00	136.00	FP115	(N)
(3) Broadband Exchange Line Extension – FPO, Per Extension – 64 Kbps				(N)
(a) An extension 20-50 miles	40.00	20.00	FPD64	(N)
(4) Frame Relay Service Feature Charges, Data Link Connection Identifier (DLCI)				(N)
(a) Additional, Per Customer Connection, each	12.50	2.00	FRVDX	(N)
(5) Committed Information Rate (CIR), (per DLCI) – cannot exceed the minimum transmission speed of the link at either end of the PVC.				(N)
(a) 1 through 32 Kbps	-	8.00	FRVR3	(N)



BellSouth Telecommunications, Inc. 615 214-6520
Suite 2104 Fax 615 214-8858
333 Commerce Street
Nashville, Tennessee 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

August 17, 1999

RECEIVED

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

TARIFF FILING

99.592

AUG 17 1999

TN REGULATORY AUTHORITY
TELECOMMUNICATIONS DIVISION

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN99-3195-01

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued August 17, 1999. We request that this tariff be effective September 16, 1999.

General Subscriber Services Tariff A

Section A5 - Original Page 110

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Charlie Howorth

Attachments

EXECUTIVE SUMMARY

INTRODUCTION

The purpose of this filing is to provide a Contract Service Arrangement (CSA) for Frame Relay service. This is a three-state offering. The CSA provides a thirty-seven month contract with discounted non-recurring rates and standard monthly tariff rates from Term Payment Plan B (37 to 60 Months) specified in Sections A40.1.3.A and A40.5.3.B of BellSouth's General Subscriber Services Tariff. (The 37-month contract term selected by the Subscriber is the minimum term required to obtain the lowest monthly rates available for this service under the tariff.) These CSA rates are based on market pricing that will allow BellSouth to provide competitive rates to the Subscriber. Rates provided in Tennessee are equivalent to the rates in North and South Carolina.

DESCRIPTION OF PRESENT SERVICE

The Subscriber currently has existing Frame Relay Service. The Subscriber wanted to upgrade his remaining Analog service to Frame Relay. The Subscriber asked BellSouth and other like service vendors for a proposal.

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This CSA provides for discounted non-recurring and tariffed monthly recurring rates for Customer Connections, Broadband Exchange Lines-FPO, and Broadband Exchange Line Extensions. The costs associated with the non-recurring discounted rates will be recovered in both the non-recurring and recurring rates for the Subscriber.

TECHNICAL INFORMATION

All of the rate elements included in this agreement are currently available in section A40 of the GSST.

MARKET INFORMATION

Although this service is currently available in the GSST, the Subscriber requested a service proposal from BellSouth. One competitor specifically proposed waiving full non-recurring charges, and provided equitable monthly recurring rates.

COST INFORMATION

The rates provided in this CSA cover the costs which are documented in the cost study filed in support of the Frame Relay Services Tariff.

CONCLUSION

Approval of this CSA will permit BellSouth to provide a quality service at competitive rates to their customer.

AGREEMENT

Case Number TN99-3195-01

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and [REDACTED] ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period

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Page 1 of 5

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Pursuant To A Written Agreement.

Customer Initials

Date

[REDACTED]
5/12/99

AGREEMENT

Case Number TN99-3195-01

set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
9000-D Executive Park Drive
Knoxville, TN 37923

Subscriber

[REDACTED]

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

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Page 2 of 5

Customer Initials

Date

[REDACTED]
5/12/99

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AGREEMENT

Case Number TN99-3195-01

Option 1 of 1

This rate is valid through: 9/5/99.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for intraLATA Frame Relay service and Broadband Exchange Line-Fast Packet Option (FPO) service.

This Agreement provides for a thirty seven (37) month service period.

This Agreement contains terms and conditions relating to the following state specific Contract Service Arrangements: NC99-3199-00, SC99-3201-00, and TN99-3195-01.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

By: _____

Authorized Signature

Printed Name: _____

Title: _____

MIS Manager

Date: _____

5/12/99

Company:

BellSouth Telecommunications, Inc.

By: _____

Authorized Signature

Printed Name: _____

Alan L. Hill for John C. Ross

Title: Assistant Vice President

Date: _____

4/12/99

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Page 3 of 5

Customer Initials _____

Date _____

5/12/99

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AGREEMENT

Case Number TN99-3195-01

Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (Provisioning USOC: XAFD1) 64 KBPS, each	\$200.00	\$49.00	FRH64
2. Customer Connection to Frame Relay, minimum of 1 required per Customer to subscribe to Frame Relay service. Each Customer Connection includes 1 DLCI, (Provisioning USOC: XAFD1) 128 KBPS, each	\$230.00	\$74.00	FRH12
3. Broadband Exchange Line-FPO, 64 KBPS, each	\$232.50	\$61.00	FP164
4. Broadband Exchange Line-FPO, 1.536 MBPS, each	\$240.00	\$136.00	FP115
5. Broadband Exchange Line-FPO Extension, an extension 20 to 50 miles, 64 KBPS, each	\$40.00	\$20.00	FPD64
6. Frame Relay Service Feature Charge, Data Link Connection Identifier (DLCI), Additional, per Customer Connection	\$12.50	\$2.00	FRVDX
7. Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1 thru 32 KBPS	\$5.00	\$8.00	FRVR3

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Date


5/12/99

AGREEMENT

Case Number TN99-3195-01

Option 1 of 1

RATES AND CHARGES**NOTES:**

All applicable rates and regulations for Frame Relay Service and Broadband Exchange Line-FPO service as set forth in their respective Tariffs are in addition to the rates and regulations contained in this CSA.

This contract includes reduced rates for non-recurring charges. However, if any of the service is disconnected prior to the expiration of this C.S.A., then Subscriber will pay remaining non-recurring charges as identified below in addition to applicable termination liability charges, and a Contract Preparation Charge of five hundred eighty eight (\$588.00) dollars will apply.

Rate Element #1	\$200.00 each
Rate Element #2	\$230.00 each
Rate Element #3	\$232.50 each
Rate Element #4	\$240.00 each
Rate Element #5	\$ 40.00 each
Rate Element #6	\$ 12.50 each

These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.

Apply appropriate End User Common Line charges for each Customer Connection as provided in the FCC No. 1 Tariff, Section 4.6.

END OF ARRANGEMENT AGREEMENT OPTION 1

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Page 5 of 5

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Customer Initials 

Date

5/12/99

AGREEMENT

Case Number TN99-6539-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and [REDACTED] ("Customer or Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement Agreement TN99-3195-01. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

This Addendum is valid through: 11/20/99.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

[REDACTED]

By: _____
Authorized Signature

Printed Name: _____

Title: MS Manager

Date: 7/19/99

Company:
BellSouth Telecommunications, Inc..

By: [Signature]
Authorized Signature

Printed Name: Alan L. Hill for John C. Ross

Title: Assistant Vice President Sales Manager

Date: 7/28/99

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Page 1 of 3

Customer Initials _____

Date _____

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Pursuant To A Written Agreement.

AGREEMENT

Case Number TN99-6539-00

Option 1 of 1

Service description:

This Addendum amends and modifies the Contract Service Arrangement entered into by and between BellSouth Telecommunications Int. ("BSI") and [REDACTED] on May 12, 1999, case number TN99-3195-01.

In addition to the charges specified in Note under the Rates and Charges Section, termination liability will be calculated as stated in the General Subscriber Services Tariff (GSST) A40.10.2.B

Paragraph 10 is modified as follows:

Except in the case where the Subscriber assigns this Agreement to a certified reseller in accordance with Paragraph 7(b), Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

Except for the foregoing, the remaining terms and conditions of the Contract Service Arrangement remain in full force and effect.

This Agreement provides for a thirty-seven (37) month contract period.

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Page 2 of 3

Customer Initials [REDACTED]

Date

7/27/99

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RATES AND CHARGES

NOTES:

All notes are applicable as per CSA TN99-3195-01.

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Page 3 of 3

Customer Initials

Date



7/27/99

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